

EXHIBIT 2

11/18/2024

Richard Kadrey, et al. v. Meta Platforms, Inc.
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RICHARD KADREY, ET AL.,)
INDIVIDUAL AND REPRESENTATIVE)
PLAINTIFFS,) LEAD CASE NO.
v.) 3:23-cv-03417-VC
META PLATFORMS, INC.,)
DEFENDANT.)

)

* * * H I G H L Y C O N F I D E N T I A L * * *
* * * A T T O R N E Y S ' E Y E S O N L Y * * *

VIDEO-RECORDED DEPOSITION OF
ALEXANDER BOESENBERG
MONDAY, NOVEMBER 18, 2024
SAN FRANCISCO, CALIFORNIA
9:04 A.M. PST
REPORTED BY AUDRA E. CRAMER, CSR NO. 9901

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1 conversations you may have had with any
2 attorneys or counsel, have you ever abandoned,
3 like, negotiating a license deal with a book
4 publisher because you were concerned that the
5 publisher may not have had rights to license the
6 material to you?

7 MR. WEINSTEIN: Same instruction.

8 THE WITNESS: Because I personally was
9 concerned that they didn't have the rights?

10 BY MR. YOUNG:

11 Q. Meta. If Meta was concerned.

12 MR. WEINSTEIN: Same instruction.

13 THE WITNESS: So the answer to that
14 question is no. But we have abandoned in the
15 past negotiations with book publishers.

16 BY MR. YOUNG:

17 Q. For the purposes of AI training?

18 And without going into any of the
19 specifics of your conversations with counsel.

20 MR. WEINSTEIN: Same instruction.

21 THE WITNESS: I'm getting confused. I
22 wasn't making that distinction.

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1 It's not -- so we just decided not
2 to -- we got to a point where we decided we that
3 were no longer going to be in market for a
4 book -- the licensing of books content for AI
5 training. At least, like, I was asked not to
6 work on that anymore.

7 BY MR. YOUNG:

8 Q. Do you recall when you received that
9 instruction not to -- instruction not to pursue
10 any further licensing of books for --

11 A. It was Good Friday 2023.

12 Q. Can you tell me what the date of Good
13 Friday is?

14 A. I don't -- I wasn't trying to be crass.
15 The only reason I knew it was Good Friday is my
16 daughters go to a religious school, and I was in
17 Amsterdam because we had flown out so they'd get
18 off -- you know, so they could get off Good
19 Friday, and then the following they'd get the
20 full week off. So we flew overnight Thursday,
21 and I was told the first day I was in Amsterdam.

22 So I don't remember that exact day, but

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1 that agreement are, and so I just have no idea,
2 like, if HarperCollins -- I have no idea if
3 that's -- that potential deal is available to us
4 or not.

5 Q. Okay. So on April 7, 2023, you
6 testified that Mr. Choudhury issued a directive
7 to cease negotiation efforts to license -- cease
8 negotiation efforts with third parties to
9 license the materials for training AI data;
10 right?

11 A. Yes.

12 Q. Okay. Do you recall why that directive
13 was issued?

14 A. Yes.

15 MR. WEINSTEIN: Caution the witness
16 just -- go ahead.

17 BY MR. YOUNG:

18 Q. Okay. Why was that directive issued?

19 MR. WEINSTEIN: Caution the witness not
20 to reveal --

21 THE WITNESS: Subject to --

22 MR. WEINSTEIN: Just a minute.

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1 Caution the witness not to reveal the
2 content of any --

3 THE WITNESS: Yeah, I mean --

4 MR. WEINSTEIN: Let me finish. I know
5 it's late in the day.

6 Caution the witness not to reveal the
7 content of any communication with counsel.

8 Otherwise, you can answer.

9 THE WITNESS: Yeah, I mean, I think
10 that there was a discussion between Sy and legal
11 leadership, and there was a conclusion that it
12 didn't make sense for us to further pursue.

13 MR. YOUNG: I'm going to pass the
14 witness.

15

16 EXAMINATION

17 BY MR. WEINSTEIN:

18 Q. I just had one question for you to
19 clarify the record.

20 Earlier you mentioned an acronym PSA.

21 Do you recall that?

22 A. Yeah. Professional services agreement.

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1 STATE OF CALIFORNIA)

2 COUNTY OF LOS ANGELES) SS.

3 I, AUDRA E. CRAMER, CSR No. 9901, in and for the

4 State of California, do hereby certify:

5 That, prior to being examined, the witness named

6 in the foregoing deposition was by me duly sworn to

7 testify the truth, the whole truth and nothing but the

8 truth;

9 That said deposition was taken down by me in

10 shorthand at the time and place therein named, and

11 thereafter reduced to typewriting under my direction,

12 and the same is a true, correct and complete transcript

13 of said proceedings;

14 I further certify that I am not interested in the

15 event of the action.

16 Witness my hand this 21 day of November,

17 2024.

18

19

20

21

22



Certified Shorthand

Reporter for the

State of California